

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

FILED IN DISTRICT COURT  
OKLAHOMA COUNTY

RECEE APFEL, individually, and  
AL APFEL, individually, and  
As Husband and Wife,

Plaintiff,

v.

STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY.

Defendants.

MAY 23 2018

RICK WARREN  
COURT CLERK

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Case No.:

**CJ-2018-2802**

PETITION

COMES NOW the Plaintiffs, Reccee Apfel and Al Apfel, and for their cause of action against Defendant, State Farm Mutual Automobile Insurance Company (hereinafter referred to as "Defendants State Farm") hereby alleges and states as follows:

1. That Plaintiff, Reccee Apfel is a resident of Oklahoma County, State of Oklahoma.
2. That Plaintiff, Al Apfel is a resident of Oklahoma County, State of Oklahoma.
3. That Defendant State Farm is incorporated under the laws of the State of Illinois and is licensed to and does conduct business in the State of Oklahoma.
4. The events which give rise to the suit occurred in Oklahoma County, Oklahoma.
5. Venue is proper under 12 O.S. §§ 137, 187.
7. On, or about February 21, 2016, in Oklahoma County, Oklahoma, Reccee Apfel was injured in an automobile accident.
8. As a result of the impact, Plaintiff suffered bodily injuries, pain and suffering and other personal injuries.

9. At the time of the accident, Plaintiff was insured for uninsured/underinsured motorist coverage under a policy of insurance written by Defendant State Farm.

10. As an insured, Plaintiff is entitled to timely payment of policy benefits including, but not limited to, uninsured/underinsured motorist coverage.

11. Defendant State Farm has failed to make timely payment of uninsured/underinsured motorist coverage and as such, have breached the contract of insurance.

12. Defendant State Farm has a duty to deal fairly and in good faith with Plaintiff.

13. Defendant State Farm unreasonably failed to deal fairly with its own insured breaching its duty to deal fairly and in good faith by failing to timely, properly, fully, and reasonably investigate the facts of the accident and reasonably evaluate and pay Plaintiffs' claim.


14. As a result of Defendant State Farm failure to deal fairly and in good faith with Plaintiffs, Plaintiffs suffered damages, including, but not limited to mental anguish and emotional distress.

15. The actions of Defendant State Farm during the handling of Plaintiffs' claim demonstrate it intentionally, and with malice, breached its duty to deal fairly and in good faith. The actions of Defendant State Farm were intentional, malicious and consistent with an overall collective corporate goal of increasing profits through the systematic reduction or avoidance of claims. Plaintiffs therefore, seek punitive damages.

**WHEREFORE**, Plaintiffs pray for judgment against the Defendant in an amount potentially in excess of \$75,000.00 for compensatory damages and punitive damages, together with attorney's fees, costs of this action, interest, and for such other relief as the court may deem just and proper.

**ATTORNEYS' LIEN CLAIMED**

Respectfully submitted,



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